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# Terms of Service

Thanks for using LANDR and Synchro Arts web services, web applications and mobile applications. These terms of service ("Agreement") cover your use and access to the goods, services, client software, and websites ("Services") provided by LANDR Audio Inc. and/or Synchro Arts Limited (UK) ("Synchro Arts") (individually and collectively "LANDR", "we" "us") (for clarity, "Services" include the "Release Service", "Samples Service" and "Plugins Service" as defined below, as well as our Projects and Network Services, as defined separately elsewhere on our website). Our Privacy Policy explains how we collect and use your information while our Acceptable Use and Fair Usage Policy outlines your responsibilities when using our Services.

By using our Services or purchasing our Goods, you're agreeing to be bound by the terms of this Agreement and to review our Privacy and Acceptable Use and Fair Usage Policy. If you're using our Services or purchasing our Goods for an organization, you're agreeing to the terms of this Agreement on behalf of that organization.

By using or accessing the Services, you agree to all the terms and conditions stated in this Agreement. If at any time, you do not or cannot agree to the terms of this Agreement, you must stop accessing or using the Services.

In connection with the purchase of any Goods, your order is an offer to buy the Goods from us under these conditions. Confirmation of your order is our acceptance of that offer. We do not have to accept your offer. If we accept your offer the sale and purchase of the Goods will form a contract between us (hereinafter the "Contract") and the Contract will be deemed to include the terms and conditions of this Agreement. Any description of the Goods on our Website is for guidance only. No pictures, descriptions, specifications or advertising will form part of the Contract. If any Goods are not available, we will provide substitutes. If you are not happy with the substitutes you must tell us within seven (7) calendar days.

#### **Account Registration**

To use certain Services you must register and provide certain information (e.g. a member (user) name, password, billing information, and valid email address) to LANDR ("Registration Data") for the purposes of creating an account (your "Account"). You agree to provide current, complete, and accurate Registration Data at the time you register and you will update your Registration Data as necessary to keep it current, complete, and accurate. The Registration Data will apply to all Services and act as your username and Registration Data for accessing, communicating, purchasing, and/or streaming (where purchasing and/or streaming are applicable) in connection with all Services. LANDR may terminate your Account and any or all rights to the Services if any information you provide is inaccurate, false, or incomplete, or, if LANDR, in its discretion, suspects fraudulent and/or illegal behavior, such as but not limited to identity theft or stolen credit cards or artificial purchasing to inflate sales data, associated with your registration. You agree that LANDR may store and use the Registration Data you provide for use in billing fees to your credit card and maintaining your Account.

You are solely responsible for maintaining the confidentiality and security of your Account. You agree to notify LANDR immediately of any unauthorized use of your password and/or Account. LANDR shall not be responsible for any losses arising out of the unauthorized use of your Registration Data or Account, and you agree to hold harmless and to indemnify LANDR, its partners, parents, subsidiaries, agents, affiliates, and/or licensors, as applicable, for any improper, unauthorized or illegal uses of your Account. You may not attempt to gain unauthorized access to the Services. Should you attempt to do so, assist others in making such attempts, or distribute instructions, software, or tools for that purpose, LANDR shall have the right to terminate your Account and pursue all available remedies at law.

By establishing an Account, you grant permission for LANDR to contact you at your provided email address as well as through any of your provided social media accounts (Facebook, Twitter, Instagram, etc.). You can update and manage your email preferences, under your account settings. You acknowledge and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing. You must provide LANDR with an active email account to receive important notices from us at all times, and you are responsible for making sure the email account is active, able to receive emails from LANDR, and that your email address on file with LANDR is up-to-date. LANDR's email for communication purposes is included at the end of this Agreement. Any email sent to us shall be deemed to be received on the day it is sent. Should you choose to communicate with us via mail or post, please do so by overnight courier to the address set out at the end of this Agreement. Any such communication sent to us by overnight courier shall be deemed to be received at 10am on the first working day after the date of delivery to the applicable courier.

#### Your Assets & Your Permissions

If you buy Goods through our website then we may collect information about your buying behaviour. If you send us personal correspondence such as emails or

When you use our Services, you provide us with things like your files, content, configuration settings, Metadata, and so on ("Your Assets"). Your Assets are yours. The terms of this Agreement don't give us any rights to Your Assets except for the limited rights that enable us to offer the Services.

If you want to use our Release Service or Samples Service for your Recordings (as defined below), please carefully review all applicable provisions of the terms of this

We need your permission to do things like hosting Your Assets, backing them up, and sharing them when you ask us to. Our Services also provide you with features like song previews, editing, sharing, searching, and releasing. These and other features may require our systems to access, store and scan Your Assets. We may also utilize Your Data (as defined in our Privacy Policy) to conduct investigations and studies, test functionalities during the development phase, and analyze the information at our disposal to assess and improve our Services, implement new services and functionalities, and perform audits and troubleshooting procedures, or for promotional purposes. You permit us to do these things, and this permission extends to trusted third parties we work with.

Once you access our Services via an offer or link provided by a LANDR partner, we will likely share some of Your Data with said partner, more specifically, your name, email address, subscription plan to our Services, and information regarding the usage that you make of our Services. You authorize us to share such information with the aforementioned partner. The Data shared with this partner will also be governed by conditions of use and this partner's privacy policy.

If you opted in to join our Fair Trade AI program, you give us the right to curate your qualifying music as part of our AI datasets, which we use to train AI models from time to time. Users can opt out of the program at any time, in which case LANDR will stop training future models with their content. AI models we train are used in AI Tools we develop and commercialize, and for which we will pay back 20% of the net revenue to program participants, proportional to their data contribution in AI models that we host within our AI Tools in operation. Participating users will receive their payout via their LANDR account every month. Your content will only be used to train AI Tools developed by LANDR; no portion of the dataset will be sold to third parties, further safeguarding users' music and ensuring that the data is used

# ethically and appropriately compensated. Sharing Your Assets

Our Services let you share Your Assets with others, so please think carefully about what you share. You understand that you assume all risks, including unwanted public release, related to your decision to share Your Assets. When you share Your Assets, you're responsible for ensuring that those accessing Your Assets understand what they're allowed to do, or not do, with Your Assets. Your sharing of Your Assets via our Services will not entitle you to any payments from any persons participating in our Services.

When content is shared with you, offering comments, suggestions, and/or feedback to another user's content on the LANDR site does not mean that you acquire ownership rights or credits in that content nor does it mean that you shall have a right to any royalties or other monetary payments derived from that content. Without written approval from the party owning the content that was shared with you, you cannot share or reproduce the other user's content. To obtain more information about your rights as a contributor, songwriter, or performer, please consult your performing rights organization, publisher, and/or legal counsel.

# Pricing

We work for musicians and creators. Our pricing aims to be affordable to allow as many creators as possible, from all over the world, to use our Services. You can increase your privileges and add paid features to your account (turning your account into a "Paid", or "Premium" Account). Please refer to LANDR's website for all details regarding our free offer, A-la-Carte offers, and subscription plans for our Services and further details relating to upgrades, downgrades, billing, refunds, and

changes to Paid accounts. Both free and paying users must have a LANDR account to be able to use our Services.

In connection with Goods, all prices are quoted in the currency denoted on our website when we confirm your order. This price will include VAT when required.

In general circumstances, all sales of our Goods and Services are final. If you report defective Goods within seven (7) days of your purchase, we will make every effort to re-supply a working copy of the Goods within a reasonable period of time. LANDR retains discretion in such matters and will apply the same on a case-by-case

# Copyright and Intellectual Property

We respect the intellectual property of others and ask that you do too. You cannot upload, share, release, or otherwise use on our Services any content, including any audio files, samples, or Recordings, for which you do not own all necessary intellectual property rights unless you have the express written consent from all persons owning the intellectual property rights in the content. If you don't respect this rule, you assume all risks and liabilities arising therefrom, and we will have the right to delete any violating content on our Services. Further, you shall indemnify and save us harmless from and against any reasonable costs, expenses, losses, liabilities, and damages (including, without limitation, court costs and counsel fees on a substantial indemnity basis) arising out of or connected with any claim arising from your submission to our Services of intellectual property you do not own or properly control. Without renouncing our other rights and remedies, we can also suspend or terminate your account.

delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is: copyright@landr.com

We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported to us by email. We reserve the right to

# Our Samples Service

The LANDR Samples Service is a curated royalty-free sample library that allows you to download certain audio files, sound recordings, samples, one-shots, single hits, beats, loops, and similar items (collectively, "Samples") from our Sample site or any other support, so you can use it for your projects, as well as for getting inspiration for new ideas. You are allowed to use the Samples as long as you follow these terms (including our Acceptable Use and Fair Usage Policy).

To download a Sample and use it under these terms, you will need to redeem a fixed number of credits ("Credits"). You may obtain Credits as part of your

subscription or as an add-on (please see our Pricing page for more details). We may also, from time to time, offer some of the Samples for free and/or for a limited period, including via free trials or other offers (which may be subject to specific terms and conditions). You need Credits only to download Samples; you don't need to redeem any Credit for previewing or auditioning Samples or to save them for future use in your list (as long as you don't download them). Once you redeem Credits for a Sample, you can download it again as many times as you wish without redeeming any additional Credits. If you download a faulty Sample file, you may request a repaired or corrected Sample file; alternatively, we may at our discretion decide to provide you with a refund of your Credits.

We want to make your Samples experience as smooth and easy as possible. Therefore, under the terms of this Agreement, you're given a non-exclusive, worldwide, royalty-free, perpetual, non-transferable, and non-sublicensable, licence (i) to reproduce the Samples, with or without modifications, solely for their incorporation into your Recordings (as defined below), and (ii) to reproduce, distribute, transmit, publicly perform or display, communicate and make available to the public, and to otherwise use the Samples (with or without modifications thereto) solely as so incorporated into such Recordings, in all media and formats whether now known or

hereafter created, including for commercial purposes (the "Samples Licence").

For clarity, (i) this Samples Licence allows you to modify, reproduce, distribute, transmit, publicly perform or display, communicate and make available to the public, and otherwise use the Samples, but only to the extent they are used as part of your Recordings, and (ii) please be aware that it is your responsibility to own or have obtained all rights for any of your Recordings that incorporates our Samples.

Your music is yours. This means that you keep the ownership of all your intellectual property rights in the Recording of your musical work that uses any Sample, but

please take note that this doesn't mean you own any rights on any Sample, even when they are incorporated in your Recordings.

Keep in mind, that this Samples Licence does not allow you to (i) use any Samples on a stand-alone basis or in isolation, such as sound effects or as loops, (ii) sell, loan, lend, share, give, broadcast, rent, assign or otherwise distribute, transfer, provide or make available to anyone any Samples except as incorporated into your Recording, (iii) use any Sample for the creation of a sound or sample library or as a sound or sample library or part thereof, including for any kind of synthesizer, virtual instrument, sample library, sample-based product or other musical instruments, or (iv) sell, loan, lend, share, give, broadcast, rent, assign or otherwise distribute, transfer, provide or make available to anyone any Sample or any part of the Sample on a stand-alone basis or as repackaged into audio samples, sound libraries or sound effects, except as permitted by LANDR. Otherwise, you are allowed to use any Sample however you would like, as long as you incorporate the Sample in your Recording and follow the terms under the Sample Licence.

In addition, (i) any author, composer, and performer that have produced the Samples have waived any moral right held by them to allow you to exercise the rights licenced above, and (ii) any author, composer, performer, producer, or maker that have produced the Samples have given up any right to collect royalties from you for your use of the Samples, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme or under any applicable tariff. This means that you can use the Samples without concerns about paying royalties or other copyright issues related to the original producers, as long as you follow the terms under the Samples Licence.

However, please respect that you may not use the name (including any pseudonym), image, or likeness of any artist (such as an author, composer, performer, or producer) or maker that has produced a Sample in any way without that artist's, maker's or our prior written permission. For example, you may not include the term "Featuring" with the name of an artist associated with a Sample in the title of your Recording. Nothing in this Samples Licence gives you any permission to assert or imply that you are, or that your use of the Samples is, connected with, or sponsored, endorsed, or granted official status by, us, any artist that has produced a Sample,

or anyone else.
It is your responsibility to retain all information provided with the Samples as part of the Metadata (as defined below) of any Recording that incorporates our

Please understand, that if you do not comply with this Samples Licence, you will likely be at the risk of giving up your rights thereunder automatically. If this happens, your rights will be automatically reinstated when your failure to comply is resolved within 30 days of your discovery of the violation; or upon reinstatement by us.

For clarity, nothing herein affects any right we or anyone having rights in a Sample may have to seek remedies for your non-compliance with this licence.

The information provided with our Samples may include links to third-party websites. By using these links, you are leaving our Services. We do not monitor these links, and you use them at your own risk. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings you may have on or through a third-party website or as a result of the presence of any third-party advertising on the Services.

We have no obligation to monitor, filter, remove or otherwise review any Sample, content, other information, and materials provided by third parties (but we may at our sole discretion). We do not warrant in any way that the Samples, and any content or other information and materials provided by third parties through our Sample

Service are accurate, complete, legal, non-infringing, reliable, current, or error-free.

We may decide, at our sole discretion, to remove any Samples from our Services, or to make any other changes to our Samples Service.

# Our Plugins Service

https://www.landr.com/terms-of-service/#:~:text=LANDR works for and on,licences described in this Agreement.

The LANDR Plugins Service is a curated plugin platform that allows you to download certain plugins, presets, expansions, and/or similar items from third-party developers (collectively, "Plugins") from our Plugin site or any other support, so you can use it for your projects. You are allowed to use the Plugins as long as you

#### follow these terms (including our Acceptable Use and Fair Usage Policy).

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The Plugins are being delivered to you AS IS and we make no warranties or representations other than as expressly stated. We have no obligation to monitor, filter, remove or otherwise review any Plugin, content, other information, and materials provided by third parties (but we may at our sole discretion). We do not warrant in any way that the Plugins, and any content or other information and materials provided by third parties through our Service are accurate, complete, legal, non-infringing, reliable, current, or error-free.

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We will do our best to assist you with problems or issues that you have with a Plugin, including making reasonable requests to its third-party developer. However, please understand that some problems and issues can only be addressed by its third-party developer, and we cannot assure you that we will solve all problems and issues you might have with a Plugin.

Plugins may be provided with different, specific end-user licence terms from their respective third-party developers' end. When this happens, such end-users licence terms will prevail and govern your use of the Plugins. If no end-user licence terms are provided with a Plugin, then you are granted a worldwide, non-exclusive, perpetual (subject to full payment of the rent-to-own payment plan or the full price, as explained below) licence to perform, display and use the Plugin on any compatible device owned or controlled by you.

We offer you different options to pay the purchase price of a Plugin, such as paying the full price immediately or paying over several months through our rent-to-own payment plan (but it's also possible that only one of these options is offered). If you opt for our rent-to-own payment plan, then you are acquiring a month-to-month licence that will remain valid as long as you continue your monthly payments. Once you've paid all your monthly payments, your monthly licence will become a perpetual licence. If you interrupt your monthly payments, you will lose your monthly licence and your Plugin will become inoperable until you restart your monthly payments. Payment is due by any of the methods described on our website at the date you place your order. All payments due to us under the Contract shall become due immediately on termination of the Contract.

We may offer free trials for Plugins, which may be subject to specific terms and conditions.

We will immediately charge the full price of your purchase or your monthly or annual Premium subscription fee (as selected by you during purchase) to the credit card included in your account. Of course, if you are benefiting from a free trial period, we will wait until the end of the free trial period before charging you (as per the terms and conditions of any such free trial period).

If you select our rent-to-own payment plan, we will automatically bill your credit card each month on the calendar day corresponding to the commencement of your rent-to-own payment plan. In the event your rent-to-own payment plan began on a day not contained in a given month or year, we will bill your credit card on the last day of such month or year. For example, if your rent-to-own payment plan began on January 31st, February 28th is the next time your credit card would be billed. You acknowledge that the amount billed each month may vary for reasons that include differing amounts due to promotional offers or changes in the amount of applicable sales tax, and you authorize us to charge your credit card for such varying amounts. We may also periodically authorize your credit card in anticipation of account or related charges. All charges are non-refundable and there are no refunds or credits for partially used periods.

You may stop your rent-to-own payment plan for a Plugin at any time by navigating to the My Plugins page. It will become effective at the end of your then-current billed month, at which time your licence will end and you will not have the right to use the Plugin anymore. You may continue your rent-to-own payment in the future provided that the Plugin is still offered on our Plugins Services under a rent-to-own payment plan. If you continue your rent-to-own payment plan, then all payments made by you prior to your cancellation will be applied to your rent-to-own payment plan. Please understand that we cannot make any guarantee that if you stop your rent-to-own payment plan, the Plugin will still be available under a rent-to-own payment plan in the future.

Please understand that if you do not comply with this Agreement, you will likely be at risk of giving up your rights to the Plugins automatically. If this happens, your rights may be reinstated when your failure to comply is resolved, at our discretion or the third-party developer's discretion. For clarity, nothing herein affects any right we or the third-party developer (or any other person having rights in a Plugin) may have to seek remedies for your non-compliance with this Agreement.

The information provided with the Plugins may include links to third-party websites. By using these links, you are leaving our Services. We do not monitor these links, and you use them at your own risk. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings you may have on or through a third-party website or as a result of the presence of any third-party advertising on the Services.

Defects: Nothing in these terms affects your statutory rights. In connection with Goods in the form of Plugins, we will not be liable for any defects of the Goods

unless you tell us of the defect within seven (7) days of the time you discover, or ought to have discovered, the defect.

We shall not be liable for any defect if: you use the Goods after telling us about the defect; or the defect arises through misuse, or inappropriate storage, of the

Goods; or you alter or repair the Goods without our written consent.

Subject to these conditions in this section on "Defects", if any of the Goods are defective, we shall replace them with another downloadable version. If we comply with this condition we shall have no further liability for any defects.

#### **Our Release Service**

Our Release Service allows you to make your Recordings (as defined below) available to digital stores, streaming services, and other digital services and resellers selected by LANDR ("Digital Stores"). The Digital Stores may then offer your Recordings for download or streaming to their clients (collectively, "Online

#### **Your Recordings**

By a "Recording", we mean a musical sound or audiovisual recording (including, unless otherwise stated herein, in the case of a sound recording, any music, lyrics, and instrumental and/or vocal performances recorded thereon, including any Samples as may be incorporated therein pursuant to the Samples Licence, as the case may be, and in the case of an audiovisual recording, any sound recording reproduced thereon and any script, direction, music and lyrics or other works, any likeness and/or voice, and any visual, audiovisual, instrumental and/or vocal performances recorded on such audiovisual recording or any sound recording reproduced thereon), which is uploaded to your LANDR account, and that you ask us to make available to the public through our Release Service.

#### Release to Digital Stores

We will make your Recordings available to the Digital Stores that you selected, but in many instances, you will not be able to select the countries or geographical regions in which your Recordings will be made available. You are authorizing us to make your Recordings available anywhere in the world. Therefore, you must have worldwide rights on your Recordings, including on any music, lyrics, and instrumental and/or vocal performances recorded thereon; if you do not have all such rights on a Recording (including on any other Recording, on any music, lyrics or other works, or any instrumental, vocal or other performance recorded or reproduced thereon) in any region, you shall not release your Recordings with our Release Service.

Digital Stores may choose not to carry one or more of your Recordings at all or in certain territories (or to remove Recordings at any time) per their policies and practices. We may also decline to distribute (or may remove from Digital Stores) one or more Recordings from any or all Digital Stores if we receive any legal claims regarding the particular Recording(s), if we reasonably believe that any legal claims or issues may arise, if a Recording may violate the terms and conditions of any Digital Store, or for any other reason in our business judgment. And if our agreement with any Digital Store expires or terminates, or if that Digital Store ceases to operate entirely or in a particular territory, then your Recordings will no longer be available through that Digital Store.

By opting into a Digital Store, you warrant to LANDR that you have read, understand, and agree to be bound by all of the terms and conditions of that Digital Store and that you and your Recordings and other content will comply fully with those terms and conditions.

Each Digital Store will determine its pricing to its respective Customers, as well as format or media and other terms on which it offers recordings (including your Recordings) to its Customers, at its discretion using monetization strategies such as permanent digital downloads on a pay-per-unit basis or a subscription fee to be able to stream or temporarily download your Recordings along with other recordings. Digital Stores may group Recordings by genre or other designations may create and allow Customers and others to listen to free preview clips of your Recordings. We are not responsible for what Digital Stores do, and by opting into a particular Digital Store, you agree to accept and have your Recordings made available to its Customers following its pricing structure and other practices and policies from time to time, and under its agreement with LANDR (or one of its representatives). Digital Stores calculate Royalties in different manners, and they may change how they calculate Royalties over time. Licensing fees, the deduction for author's rights, and other fees, as applicable, may be deducted from your Royalties by Digital Stores. Digital Stores determine the retail prices for Musical Recordings at their sole discretion and may change this pricing without us providing notice to

As an exception, if your Recording incorporates a song previously recorded and distributed to the public with the authorization of its copyright owner(s) (a "Cover Song"), we then agree to seek the granting of a licence authorizing its mechanical reproduction on such Recording as part of our Release Service (a "Cover Mechanical Reproductions") and, provided we are able to obtain such a licence under the standard conditions applicable in each relevant country (a "Cover Song Licence"), (i) we will assume the payment of the royalties payable under such Cover Song Licence for any such Covered Mechanical Reproductions ("Cover Mechanical Royalties"), and (ii) you will be deemed to have obtained the right to reproduce such Cover Song on such Recording for the purpose of our Release Service in any applicable country of the world in respect of which the mechanical reproduction of that Cover Song as part of our Release Service will have already been authorized by a copyright collective society entitled to grant such authorization in that other country, excluding Mexico, Brazil, Pakistan and India. To benefit from the above, you shall provide us, simultaneously with the submission of any Recording incorporating a Cover Song, the exact and complete original title of that Cover Song and the exact and complete name of any songwriter having contributed to such Cover Song. We will not release that Recording through our Release Service until we will be informed whether we can secure a Cover Song Licence for the Cover Song incorporated in such Recording, at which point we will either release that Recording, if we are able to secure a Cover Song Licence in respect thereto, or we will inform you that we are unable to secure it, in which case the exception outlined in this paragraph will not apply.

Although you can choose the Digital Stores where you want to offer your Recordings, you understand that we must enter into certain agreements with these Digital Stores and that we have sole discretion in deciding with which Digital Stores we conclude agreements, and under what terms and conditions. You understand that the terms of this Agreement will be subject to the agreements that we enter into with the Digital Stores.

We will try to provide your Recordings to the selected Digital Stores as quickly as possible. Please understand however that it can take anywhere between a few hours to several weeks for certain Digital Stores before they make your Recordings available to their clients, and that we do not have any control over the internal process and delays of a Digital Store.

A Digital Store may also decide not to offer (or remove) some of or all your Recordings in certain or all countries, per their policies and practices. We cannot force them to offer your Recordings. If our agreement with a Digital Store expires or terminates, we will then cease offering your Recordings to that Digital Store. If this happens, we will notify you as soon as we can.

### Use of Artificial Intelligence Technologies in Connection with our Release Service

In connection with your use of LANDR's AI Cover Art Generator, LANDR retains ownership of the outcomes generated by our AI Cover Art Generator until the cover art image is officially utilized for a release through LANDR. Upon release, the owner of that release obtains full ownership of the cover art. User data is not utilized in the training process of our AI Cover Art Generator. We prioritize privacy and ethical considerations, ensuring that the generation of cover art remains independent of individual user data. This approach guarantees confidentiality and maintains the integrity of your personal information while still providing high-quality AI-generated

In connection with the distribution of content created using Artificial Intelligence technologies, whether now known or hereinafter developed (hereinafter "AI Technologies") and distributing the results of same via LANDR, as per our "Acceptable Use and Fair Usage Policy" and our corporate position on the fair use of AI technologies to create content, we reserve the right to refuse to distribute some or all of your content, at our sole discretion. If we suspect that you are solely using generative AI Technologies to create content, we also reserve the right to audit your creative workflows and projects, and to require a live demonstration of your digital working environment prior to accepting releasing it. If we find that you have been infringing on our fair usage policy, we reserve the right to suspend your distribution catalog and product access for a six-month period, or to terminate your account, at our sole discretion.

# Payments

We will transfer to you one hundred percent (100%) of the Net Income we receive from Digital Stores. "Net Income" means the actual amounts that we receive from Digital Stores directly attributable to the Online Exploitation of your Recordings, less any refunds, taxes, tariffs, fees, royalties (other than Covered Mechanical Royalties), or other charges related to the Online Exploitation of your Recordings, including currency conversion fees or payment processing fees incurred in the process to transfer you such money (such as PayPal).

In connection with the commission of royalties to be retained by LANDR for those users who use our free service or who choose to proceed through our "a la carte" (fee per release) service, please note that:

Users of LANDR's distribution service and who have paid for their release "à la carte" (fee per release) are subject to a fifteen per cent (15%) commission on their royalties on their tracks that are active on the LANDR Platform; and

Users of LANDR's distribution service who have been able to release content by subscribing to LANDR, and who haven't renewed their subscription will stay live on attending services but will religiously to LANDR as soon as they are collected for as long as they are

streaming services, but will relinquish to LANDR a \$5 monthly fee and 15% of the royalties collected by LANDR, as soon as they are collected, for as long as they are not subscribed, as a means to compensate for the cost of running our service. As soon as such users resubscribe to LANDR, LANDR will stop taking any commission on collected royalties collected from that moment on. Users will not be able to retroactively retrieve royalties earned while they were unsubscribed.

If you have opted into and registered for our separate Content ID service, which uses YouTube's ContentID service and other methods to detect videos that contain your Recordings, we will deduct 20% (for Premium subscribers) or 30% (for non-Premium users) from amounts paid to us attributable to videos that exploit your

We will use our best efforts to post to your account your Net Income within fifteen (15) business days of receipt. Please understand that there will usually be a delay of between forty-five (45) and ninety (90) days between the day a Digital Store streams or downloads your Recording and the day we receive payment of your Net Income.

Once the Net Income has been credited to your account, you will be able to withdraw all or any portion thereof at your discretion. You will be responsible for any bank fees (including currency conversion fees) or other charges related to such withdrawals. If you owe us any amounts, we have the right to deduct all or a portion of such amounts from any Net Income otherwise payable to you.

You understand and accept that we will pay no interest on any Net Income balance in your account, even if we might receive interest or earnings on such balance. In addition, if you make your music jointly available with any person participating in the creation or performance of any musical work and/or lyrics included on your Recording and/or in the production or making of your Recordings (such as any composers, lyricists, musicians, singers, music producers, sound recording makers or others), you will be solely responsible for registering their splits on LANDR, and otherwise will be making any payment to any such person as may be due in consideration for any such rights. For greater certainty, except as may be otherwise set forth herein this last sentence does not apply to any author, composer, performer, producer, or maker associated with any Samples incorporated in your Recordings per the Samples Licence, nor to the payment to any author and composer of any Cover Song as may be incorporated in your Recordings, of any Cover Mechanical Royalties for any Cover Mechanical Reproductions of such Cover Song pursuant to any Cover Song Licence.

We have the right to rely on accounting, usage, and other statements received from the Digital Stores for all purposes, but we have no obligation to audit or otherwise contest the income calculations or statements given to us by the Digital Stores. If you ask us to proceed to an audit of a Digital Store and we accept, at our sole discretion, to proceed, you will be responsible for all audit fees (and we can ask you to pay us in advance or may deduct such audit fees from the Net Income in your account). Any objection relating to the Net Income calculations and payment, or any lawsuit arising therefrom must be made (and any lawsuit commenced) no later than one (1) year after the date the Net Income is posted to your account, and you hereby waive any longer statute of limitations that may be permitted by law, in any jurisdiction.

If LANDR receives a lump-sum payment from a Digital Store that is not attributable to any particular artist account(s) or specific Musical Recordings from any particular artist account(s), LANDR will, in its sole discretion, determine if, and to what extent, any portion of such monies shall be payable hereunder. Without limiting the immediately preceding sentence, LANDR may determine to distribute such monies (i) on a pro-rata basis based on the number of artists with whom LANDR has distribution agreements; (ii) in its discretion among artists based on historical earnings and/or proxy formula determined solely by LANDR; or (iii) based upon the amount the Digital Store credits LANDR for your Recordings subsequent to the payment to LANDR.

# Advanced Payments

In LANDR's sole discretion, and subject to your Recordings meeting certain criteria that we determine from time to time, we may notify you of the option to receive an early payment of royalties (less a processing fee which shall be a specified percentage of each such advance payment) (an "Advanced Payment"), the amount of which, including such processing fee, shall be determined by LANDR in its sole discretion. In the event LANDR notifies you of the opportunity to receive an Advanced Payment, LANDR will provide notice of the proposed Advanced Payment amount (and the processing fee percentage), in each case. You shall have the option to accept or decline such Advanced Payment, and if accepted, LANDR will make such Advanced Payment in accordance with your approved payment method. Each Advanced Payment (less the processing fee) will be fully recoupable against any income otherwise payable to you hereunder. If this Agreement is terminated for any reason before LANDR recoups any Advanced Payment, LANDR will be entitled to keep your account active and collect any resulting income received by LANDR until such Advanced Payment is fully recouped by LANDR.

# Metadata

https://www.landr.com/terms-of-service/#:~:text=LANDR works for and on,licences described in this Agreement.

Digital Stores require that we provide certain information with your Recordings, mostly in the form of metadata, such as artwork images, artist name, logo, trademarks, service marks, song and album titles, biographical and other information ("Metadata"). You must own all necessary rights in any such information that you provide. We will ask for this information when you select to send a Recording to a Digital Store. You are responsible for providing us with all the required information, and if we or a Digital Store request that you correct any error, you correct it as soon as possible. A failure to correct these errors could delay or prevent the release of

Terms of Service I LANDR

#### Universal Products Codes and International Standard Recording Codes

We may provide universal product codes (UPC) or International Standard Recording Codes (ISRC) for your Recordings. These codes are provided to you personally, and you cannot transfer them to someone else. An ISRC is required for any Recording released to a Digital Store. Each Recording must have its own ISRC. You will need to provide the ISRC for your Recording when you ask us to release it. If you don't have an ISRC for your Recording, we can provide one.

If you ask us to provide an ISRC, it means that you authorize us to use all necessary information (including the identity of the rights owner on whose behalf the ISRC was assigned, and reference metadata about the recording including the artist name, track title, version, year of first publication, track duration, and other relevant data) and to maintain records of such information.

You cannot ask for an ISRC if you already have one for your Recording.

#### Advisory Warnings

You will be responsible for determining the advisory warning status for your Recording, including parental advisory status, and if an advisory is required by applicable law or regulation, or if you otherwise deem it appropriate, you will provide an advisory warning for your Recording when you ask us to release it. You will not deliver for Online Exploitation by us a Recording and any artwork, images, lyrics, or other Metadata or material that has been rejected or banned by a competent government authority in the country where we will release your Recording.

#### **Grant of Rights**

### ANDR works for and on behalf of musicians and creators. So you are NOT assigning or transferring us any copyright or ownership rights on your Recordings, but

To allow us to provide you with our Release Service, you hereby grant us all the rights necessary for the Online Exploitation of your Recordings and any Metadata through Digital Stores. More precisely, you grant us the non-exclusive, sublicensable right and licence, throughout the world, to:

o Reproduce and communicate your Recordings to the public by telecommunication (including making your Recording available to the public by wire or wireless means in such ways that members of the public may access your Recordings from any place and at any time individually chosen by them), and to authorize Digital Stores to do any of the foregoing (including to authorize their clients to make reproductions of your Recordings) in any formats and through any media (now known or existing in the future), including, without limitation, permanent, temporary, limited and portable digital downloads, interactive, semi-interactive or noninteractive streaming, and cloud services;

o To create, reproduce and stream, and to authorize Digital Stores to create, reproduce and stream and authorize their clients to reproduce free preview clips of

o To use all name(s), photographs, likenesses, voice, artwork images, artist name, logo, trademarks, service marks, music or song and album titles, biographical and other information provided by you (in Metadata or otherwise) in connection with the Online Exploitation of your Recordings on the Digital Stores, and in any of our or the Digital Stores advertising or promotional materials. We will ask for your written approval before using any name or likeness as an endorsement of our

o To reproduce, integrate and communicate your Recordings to the public via lists of readers of the Digital Stores. You may revoke such authorization at any time by way of written notice to LANDR, in which case, LANDR shall remove your Recordings from said readers lists within 30 business days of receipt of the written

To collect all income (including the Net Income) from the Digital Stores in connection with the Online Exploitation of your Recordings.

The rights, licences, and guarantees that you grant us do not, however, cover the exploitation of any exclusive right over any musical work (music with or without lyrics) included in your Recordings to the extent the exploitation in the question of this right has already been authorized by a copyright collective society entitled to grant such authorization.

#### Your Responsibilities

copyright collectives);

You're responsible for your conduct, Your Assets and you must comply with our Acceptable Use and Fair Usage Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download, or share content unless you have the right to do so. We may review your conduct and content for compliance with the terms of this Agreement and our Acceptable Use and Fair Usage Policy. That said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services.

Regarding third parties rights and payments, you are solely responsible:

o To obtain any right required for us to make and authorize any Online Exploitation of your Recordings, Metadata, or other information or material you may provide us with to the full extent authorized herein from any person participating in the creation or performance of any work (such as music, lyrics, scripts or direction) included on your Recording and/or in the production or making of your Recordings (such as any composers, lyricists, scriptwriters, directors, musicians, singers, actors, extras, music producers, sound or audiovisual recording makers or others) or who may otherwise own or control any such right (such as music publishers or

 To make any payment to any such person as may be due in consideration for any such rights; o To pay to any person who may be entitled thereto, any share of any payment of Net Incomes made by us to you as may be due and payable to any such persons except to the extent we have been required by you, are able to, and actually, pay such share(s) of such payment to such persons;

 To pay all amounts that may be required under collective bargaining agreements, copyright tariffs, or statutory schemes; o To pay for all licences and other fees required from copyrights owners (such as music publishers) for reproduction, public performance, and any other exploitation

of your Recordings and any Metadata or other material images associated too;

 To pay for any required music publishing licences for your Recordings; To pay for all taxes or other governmental withholdings

The responsibilities above do not apply in respect of authors, composers, performers, producers, or makers associated with any Samples incorporated in your Recordings per the Samples Licence as set forth herein nor to Cover Mechanical Reproductions of any Cover Song incorporated in your Recordings for which we have been able to obtain a Cover Song Licence and to Covered Mechanical Royalties payables to authors and composers of such Covered Songs according to such

If for any reason we make one of these payments for your Recordings, we will have the right to deduct it from any amount payable to you, including the Net Income (and require reimbursement for any outstanding balance).

Please safeguard your password to the Services, make sure that others don't have access to it, and keep your account information current. You are solely responsible for managing your account and password and for keeping your password confidential. If you have forgotten your password, click on the "Forgot Password?" link and follow the on-screen instructions. You are also solely responsible for restricting access to your account. You agree that you are responsible for all activities that occur on your account or through the use of your password by yourself or by other persons. If you believe that a third party obtained or guessed your password, use the password regeneration feature of the Services as soon as possible to obtain a new password.

#### Claims of Infringement and Take-Down Notices

If we receive a notice claiming that your Recordings or any Metadata or other information or material you provide us (other than unmodified Samples as may be incorporated in your Recordings per the Samples Licence and other than mechanical reproductions of Cover Songs as may be incorporated in your Recordings and for which we have secured a Cover Song Licence in accordance herewith) with are infringing the rights of others (such as their copyrights, trademarks, rights of publicity or other intellectual property rights) or that you are not complying with any of your obligations hereunder, including any licence or agreement pertaining to your Recordings, we will inform you and may, at our sole discretion, remove your Recordings, Metadata, and other information and material until you provide us with sufficient proof, in our sole opinion, that you have satisfactorily resolved any outstanding issues related to such claims. During this period, we may decide to freeze the Net Income of your account if we believe, using our reasonable judgment, that you may have violated the terms of this Agreement. If we determine, using our reasonable judgment, that your Recordings (other than unmodified Samples as may be incorporated in your Recordings per the Samples Licence and other than mechanical reproductions of Cover Songs as may be incorporated in your Recordings and for which we have secured a Cover Song Licence in accordance herewith) or any Metadata or other information or material you provide us with may infringe the rights of others, we can deduct, from any amount payable to you, any resulting costs for us (including legal fees and expenses), or seize and keep the Net Incomes from your account, without renouncing to the other rights and remedies we may have. If we have to retain legal counsel to review your submitted proof of resolution, you agree to assume responsibility for the associated legal fees and to pay us in

# Fraudulent, Infringing, or Illegal Activities

If we believe, in our sole discretion, that you might be using our Services for fraudulent, infringing, or other illegal activities, we have the right to remove your Recordings and cease posting your Net Income to your account and disallow any withdrawal of funds from your account until we are satisfied that you are not committing any fraudulent, infringing or other illegal activities. If we determine, using our reasonable judgment, that you have used our Services for any fraudulent, infringing, or other illegal activities or that you are not complying with any of your obligations hereunder, we can deduct, from any amount payable to you, any resulting costs for us (including legal fees) or seize and keep the Net Incomes from your account, without renouncing to our other rights and remedies we may have.

# Warranties, Representations, and Indemnities

If you use our Services, you warrant and represent that:

o You are at least fourteen (14) years of age and have the prescribed age to lawfully enter into and form contracts under applicable law (and if you are under the prescribed age in the country where you reside, you have reviewed this Agreement with your parent or guardian to ensure you understand and are legally able to agree to be bound therewith, your acceptance thereof meaning that you represent and warrant that you are legally able to bind yourself by this Agreement); You have the right and authority to enter into this Agreement and to grant us all rights specified;

 Your Recordings (other than unmodified Samples as may be incorporated in your Recordings per the Samples Licence and other than mechanical reproductions of Cover Songs as may be incorporated in your Recordings and for which we have secured a Cover Song Licence in accordance herewith) and any other materials and information you provide us with (such as names, artwork, images, and picture and/or other Metadata) and any Online Exploitation thereof authorized hereunder do not violate any law and don't infringe on the copyrights, trademarks, publicity and image rights, or any other rights of someone else. You agree to defend, indemnify, and hold harmless LANDR, its licencees (such as Digital Stores), and their officers, directors, affiliates, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, including any breach of this Agreement, including the foregoing representations and warranties.

# End of Services

You're free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you're not complying with the terms of this Agreement, or use the Services in a manner that would cause us legal liability, disrupt the Services, or disrupt others' use of the Services.

More precisely, we will cease our Services for your Recordings if:

• Your subscription to your LANDR account ends for any reason;

 You send us a written notice asking that we cease the Release of your Recordings; You are in breach of any terms of this Agreement;

We believe, at our sole discretion, that you may use our Services for any illegal activities, including the Release of infringing Metadata, information, and other

You are not in compliance with our Acceptable Use and Fair Usage Policy;

 Your use of a Plugin is not in compliance with the terms of this Agreement or the terms of the third-party developer's end-user licence; We decide to discontinue any of the Services;

We decide that we do not want to release your Recordings for any reason and at our sole discretion.

o If we end the Release of your Recordings, we will ask, within thirty (30) days, all applicable Digital Stores to remove your Recordings, including any related Metadata, information, and other material. We will have no additional obligations to you except for the payment of your Net Income earned prior to the date on which the Digital Stores remove your Recordings. It could take several weeks before the Digital Stores remove your Recordings and before we receive all related

Except for Paid Accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for twenty-four (24) consecutive months. We will of course provide you with notice via the email address associated with your account before we do so. If we collected royalties on your behalf historically that you have not withdrawn yet when we terminate your account, we will consider them abandoned and forfeited to LANDR.

# General Financial Terms

Unless indicated otherwise, all references to currencies shall be in US dollars.

If you pay for any Fees through the LANDR Platform using a credit card (a) you hereby represent that you are authorized to use this credit card and (b) you have provided us with true and accurate financial information. You specifically instruct and authorize us to use your credit cards to conduct the transactions that you carry out indirectly when you use the LANDR Platform.

We do not provide escrow services, and we have no fiduciary duty to you. You understand and accept that we will pay no interest on any amount that we retain or that could be owed to you, even if we might receive interest or earnings on such an amount.

Nonetheless, we may hold any payment due to you If we believe, at our sole discretion, that there might be a risk associated with you, your account, your credit card, or any of your Transaction or User Content. In this case, we will inform you without undue delay and consider the arguments and evidence presented to us. If required by applicable law, we may withhold payments to you, in whole or in part, pending receipt of your correctly completed Form W-9 (if you are a US resident for tax purposes), Form W-8 (if you are a non-US resident for tax purposes), or any other applicable tax-related forms evidencing that no withholding is required. If any information provided on such tax forms is incomplete, incorrect, or misrepresented, we reserve the right to withhold sums due to you until all appropriate and correct information is submitted to and received by us that relieves withholding. We also reserve the right to withhold sums due to you if, based on appropriate and correct information that is timely submitted to and received by us, withholding is required under applicable law. You agree to indemnify us and you will be responsible for any costs, expenses, and liabilities we may pay or incur as a result of any incorrect, inaccurate, or misrepresented tax or financial information provided by you.

We may suspend any payment due to you when required for the resolution of a Dispute, or when we believe that it is reasonably justified.

You understand that, while using our Services, you may have access to certain of our confidential information. You agree to keep such information confidential.

# Software

https://www.landr.com/terms-of-service/#:~:text=LANDR works for and on,licences described in this Agreement.

Some of our Services allow you to download client software ("Software") which may update automatically. So long as you comply with the terms of this Agreement, we give you a limited, non-exclusive, non-transferable, revocable licence to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open-source licence, we'll make that licence available to you and the provisions of that licence may expressly override some of the terms of this Agreement. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so,

# Disclaimer of Warranty and Limitation of Liability

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, LANDR MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, THE SAMPLES, AND THE PLUGINS. INCLUDING THAT THE SERVICES. SAMPLES. AND PLUGINS WILL MEET YOUR REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE, SOFTWARE, CONTENT OR DATA PROVIDED BY THIRD PARTIES, THAT THE SERVICES, SAMPLES, AND PLUGINS WILL BE UNINTERRUPTED, WITHOUT PROBLEMS OR ERROR-FREE, OR THAT ALL ERRORS IN THE SERVICES, SAMPLES AND PLUGINS WILL BE CORRECTED. LANDR PROVIDES THE SERVICES, SAMPLES, AND PLUGINS "AS IS" AND "AS AVAILABLE".

LANDR INCURS NO RESPONSIBILITY OR LIABILITY IN RESPECT OF COVER SONGS FOR WHICH WE CAN SECURE COVER MECHANICAL LICENCES. ANY WARRANTY AND LIABILITY APPLICABLE TO COVER SONGS ARE THOSE WHICH MAY BE EXPRESSLY GRANTED BY THEIR LICENSORS, IF ANY, TO THE EXTENT YOU MAY LEGALLY OPPOSE THE SAME TO THESE LICENSORS, AND SUBJECT TO ANY DISCLAIMER AND LIMITATION IMPOSED BY THESE

Terms of Service I LANDR

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, LANDR'S WARRANTIES AND REMEDIES (IF ANY) EXPRESSLY SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED. TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, PERFORMANCE. COMPATIBILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NONINFRINGEMENT, ALL

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL LANDR, ITS AFFILIATES, ITS OFFICERS, ITS DIRECTORS, ITS EMPLOYEES, ITS AGENTS, ITS SUPPLIERS, ITS LICENSORS, AND ITS LICENCEES HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, DELICT OR TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, FOR DIRECT, IN THE CASE OF THE SAMPLES AND SAMPLES SERVICE, INCIDENTAL, INDIRECT, CONSEQUENTIAL SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR (DIRECT OR INDIRECT) LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF, OR UNAUTHORIZED ACCESS TO, OR DISCLOSURE OF INFORMATION OR DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE RELEASE SERVICE, WHETHER FORESEEABLE OR NOT, AND EVEN IF LANDR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT LANDR IS FOUND LIABLE TO PAY YOU ANY DAMAGES. LANDR'S TOTAL CUMULATIVE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED US\$100. THE ABOVE LIMITATIONS OF LIABILITY WILL NOT BE AFFECTED EVEN IF ANY REMEDY PROVIDED HEREIN SHALL FAIL ITS ESSENTIAL PURPOSE.

#### Modifications

8/9/24, 12:06 PM

3/4 https://www.landr.com/terms-of-service/#:~:text=LANDR works for and on,licences described in this Agreement.

We may revise this Agreement from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog, or on our website). You agree to review the terms of this Agreement from time to time and, in any case, each time we will notify you of changes thereto and by continuing to use or access the Services after the revisions come into effect, you will agree to be bound by the revised terms of this Agreement.

#### Online Materials

The materials published on our website are solely for your personal and non-commercial use. Our website is controlled and operated by us from our offices located at the address set out at the end of this Agreement. We do not control or endorse any content supplied by third parties. Any content from third parties is published in good faith. We are not responsible for its accuracy or for its use, except where it relates directly to the Goods. You accept all responsibility for your use of our website and any information it contains. You may not modify, change or edit any content including descriptions and pricing provided in our website or online forms.

#### **General Provisions**

This Agreement shall be exclusively governed by and construed by the laws applicable in the Province of Quebec, Canada. Parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the Courts of the district of Montreal, Province of Quebec. This Agreement is the entire and exclusive agreement between LANDR and you regarding the Services, and this Agreement supersedes and replaces any prior

agreements between LANDR and you regarding the Services. If we are prevented from, or delayed in, carrying on our business due to circumstances beyond our reasonable control, we may defer delivery or cancel the Contract or reduce the volume of the Goods sent to you (without liability to you). Such circumstances include, acts of God, government actions, war, national emergency, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes, other labour disputes, or inability or delay in obtaining supplies of materials. If the

Each of our rights or remedies under any Contract is without prejudice to any of our other rights and remedies whether under the Contract or not. No waiver by LANDR of any provision of this Agreement or of any default hereunder shall affect LANDR's rights thereafter to enforce such provisions or to exercise

any right or remedy in the event of any other similar or non-similar default. Nothing in this Agreement or any Contracts related to Goods and Services shall be construed to create any rights for third parties.

circumstance in question continues for a continuous period of more than seven (7) days, you can give us written notice to end the Contract.

You shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of LANDR, which consent is within LANDR's sole discretion. No assignment or delegation by you shall relieve or release you from any of your obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and their respective successors and assigns. LANDR shall be allowed to assign this Agreement to any third party without requiring your consent, in which case LANDR will only be released from all its obligations towards you hereunder if the assignee agrees in writing to assume and be bound by such obligations.

Nothing in this Agreement shall constitute a partnership or joint venture between you and LANDR.

If a particular provision of this Agreement is held to be invalid within a given jurisdiction by a court of competent jurisdiction, the provision shall be deemed severed from this Agreement for that jurisdiction and shall not affect the validity of this Agreement as a whole.

The Parties have expressly requested that this Agreement be drawn up in English and that all modifications thereof can be made in this language. The headings of paragraphs are for the convenience of the parties only and are not to be construed in the interpretation of this Agreement. The terms "this Agreement", "hereto", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

Words importing the singular include the plural and vice versa in this Agreement.

If you have any customer service inquiries, concerns, questions, or complaints regarding this Agreement, please contact LANDR at:

Suite 2100 Montreal, QC

H2Y 3Y9 <u>legal@landr.com</u>

The current Agreement's last update was June 10, 2024.



Products	LANDR	Resources	Newsletter
Online Mastering	About	What is Mastering?	Get the ideas, tools and tips you need to grow your sound straight to your inbox.  Enter your email Subscribe
Music Distribution	Blog	How to Mix Music	
Music Samples	Help	How to Promote Music	
Audio Plugins	Careers	Get Your Music on Spotify	Redeem a product  Enter a code to redeem a product.
Online Music Courses	Referral Program	Get Your Music on Apple Music	
Music Collaboration	News & Press	Get Your Music on TikTok	
Artist Network	Legals	Get Your Music on Tidal	
Online Jamming	Fair Trade Al Program	Get YouTube Content ID	
Music Promotion		Streaming Royalty Calculator	
Beat Maker		Sell Music Online	
Desktop App		Cover Song Licensing	
Mobile App			
Mastering API			
Pricing			



